

Macauley Construction, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5527

THIS FIRST AMENDMENT to that Agreement for Services #5527 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Macauley Construction, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1205 Greenstone Cutoff, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Consultant has been engaged by County to provide road zone maintenance services on an as-needed basis for the Department of Transportation pursuant to Agreement for Services #5527, dated May 11, 2021 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$250,000, amending **Article 4, Contract Price**;

WHEREAS, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **Article 40, Conflict of Interest**, and adding **Exhibit D, California Levine Act Statement**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's notice recipient address, amending **Article 49, Notice**;

WHEREAS, the parties hereto desire to amend the Agreement to add new Articles to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #5527 on the following terms and conditions:

I. Article 4, Contract Price, second paragraph is amended to read as follows:

The total amount of this Agreement shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00), as amended, inclusive of all Task Orders, Work Orders, amended Task Orders and/or Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders or Work Orders.

II. **Article 40, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

40. **Conflict of Interest**

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 29.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

III. **Article 49, Notice**, of the Agreement is amended in its entirety to read as follows:

49. Notice

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Brian Mullens
Deputy Director,
Maintenance and Operations
Division

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Macauley Construction, Inc.
1205 Greenstone Cutoff
Placerville, California 95667

Attn.: Richard Macauley
President

IV. The following Articles are added to the Agreement in their entirety:

61. Protection of Facilities

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.

- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

62. Safety

Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

63. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #5527 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5527 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas Dated: 8-15-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Ngyle Nguyen Dated: 8-15-23
Deputy Clerk

--MACAULEY CONSTRUCTION, INC.--

By: Richard Macauley Dated: 6-26-2023
Richard Macauley
President
"Contractor"

By: Richard Macauley Dated: 6-26-2023
Richard Macauley
Corporate Secretary

Macaulay Construction, Inc.

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

6-26-2023

Date

Richard Macaulay

Signature of authorized individual

Macaulay Construction

Type or write name of company

Richard Macaulay

Type or write name of authorized individual